

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

KAWS, INC.,

Plaintiff,

v.

Case No.: 1:22-cv-9073-JPO

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A TO THE
COMPLAINT,

Defendants.

PRELIMINARY INJUNCTION ORDER

THIS MATTER comes before the Court on the application of KAWS, Inc. (“Plaintiff”), brought by way of Order to Show Cause, for entry of a Preliminary Injunction (the “Application”) against the Defendants identified on the Schedule A to the Preliminary Injunction Order attached hereto (collectively, the “PI Defendants”) and using at least the domain names or online marketplace accounts identified on the Schedule A (collectively, the “PI Defendant User Accounts”); and

THE COURT having reviewed the papers in support of the Application; and the Court having found that Plaintiff meets the criteria for entry of preliminary injunctive relief; and

This Court further finds that it has personal jurisdiction over the PI Defendants because the PI Defendants directly target their business activities toward consumers in the United States,

including New York, offering to sell and ship products into this Judicial District. Specifically, PI Defendants are reaching out to do business with New York residents by operating one or more commercial, interactive Internet Stores through which New York residents can purchase counterfeit versions of Plaintiff's KAWS Products ("Counterfeit Products") incorporating at least one of Plaintiff's copyrights, which are covered by at least the U.S. Copyright Office Registration Nos. identified on Schedule B to the Complaint, including without limitation U.S. Copyright Office Registration Nos. VA 2-180-272 and VA 2-182-652 (the "KAWS Copyrights") and/or bearing, using, or infringing upon Plaintiff's trademark covered by U.S. Trademark Registration Nos. 6,046,763, 6,047,656, 6,102,259, 6,102,260, and 6,116,823 (the "KAWS Trademarks").

THIS COURT having determined that the evidence submitted in support of the Application establishes Plaintiff has a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm if the injunction is not granted, including for example:

1. Through the Declarations of Nathan Monroe-Yavneh and Gen Watanabe and accompanying evidence, Plaintiff has proven a prima facie case of copyright infringement because PI Defendants have copied Plaintiff's KAWS Copyrights without Plaintiff's consent. Further, Plaintiff has proven a prima facie case of trademark infringement because (1) the KAWS Trademarks are registered with the U.S. Patent and Trademark Office and Plaintiff holds all right, title, and interest in and to the KAWS Trademarks; (2) Plaintiff develops, markets, and sells products using the KAWS Trademarks (3) PI Defendants make, use, offer for sale, sell,

and/or import into the United States for subsequent sale or use products using the mark covered by the KAWS Trademarks; (4) an ordinary observer would be deceived into thinking that the Counterfeit Products are the same as Plaintiff's KAWS Products, or would be confused by PI Defendants' use of the KAWS Trademarks; and (5) PI Defendants are not licensed or authorized to use the KAWS Trademarks and none of the PI Defendants is an authorized retailer of genuine KAWS Products.

2. PI Defendants' continued and unauthorized use of the KAWS Copyrights and/or KAWS Trademarks irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales.
3. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law; and
4. The Public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by PI Defendants' actions; and

THIS COURT having determined, therefore, that injunctive relief initially granted in the Temporary Restraining Order ("TRO") on November 4, 2022 [Dkt. No. 19] and later extended on November 14 and 30, 2022 [Dkt. Nos. 21 and 23] should remain in place through the pendency of this litigation and issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65;

NOW THEREFORE, on this 16th day of December, 2022, this Court **ORDERS** that:

1. PI Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:

- a. Using the KAWS Copyrights and/or KAWS Trademarks or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any Counterfeit Products;
- b. Passing off, inducing, or enabling others to sell or pass off any product as a genuine KAWS Product that is not, in fact, Plaintiff's KAWS Product and/or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale using the KAWS Copyrights and/or KAWS Trademarks;
- c. Committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. Further infringing the KAWS Copyrights and/or KAWS Trademarks and damaging Plaintiff's goodwill;
- e. Shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which

bear(s) any KAWS Trademark or any reproductions, counterfeit copies, or colorable imitations thereof;

- f. Using, linking to, transferring, selling, exercising control over, or otherwise owning the User Accounts, the Defendant Internet Stores, or any other domain name or online market place account that is being used to sell or is the means by which Defendants could continue to sell versions of Plaintiff's KAWS Products; and
- g. Operating and/or hosting websites and/or any other web presence registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product using the KAWS Copyrights and/or KAWS Trademarks.

2. Each PI Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate (c) their financial accounts, including by way of example, all AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts, and (d) the steps taken by each Defendant to comply with paragraph 1, a through g, above

3. Within five (5) days of receipt of this Order, Alibaba, AliExpress, Amazon, DHgate eBay, etsy, Joom, Redbubble, Walmart, Wish, and any other online marketplace platform or service provider hosting or servicing a PI Defendant User Account are directed to disable and cease providing services for any PI Defendant User Accounts through which PI Defendants

engage in the sale of counterfeit and infringing goods using the KAWS Copyrights and/or KAWS Trademarks, including any accounts associated with the PI Defendants.

4. PI Defendants and any third party with actual notice of this Order who is providing services for any of the PI Defendants, or in connection with any PI Defendant User Account, including, without limitation, any online marketplace platforms such as Alibaba, AliExpress, Amazon, DHgate eBay, etsy, Joom, Redbubble, Walmart, Wish, Facebook, Internet Service Providers (“ISP”), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the “Third Party Providers”) shall, within five (5) business days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

- a. The identities and locations of PI Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. The nature of PI Defendants’ operations and all associated sales and financial information, including, without limitation, identifying information associated with the PI Defendant User Accounts, and PI Defendants’ financial accounts, as well as providing a full accounting of PI Defendants’ sales and listing history related to their respective PI Defendant User Accounts;

- c. PI Defendant User Accounts or any domain name registered by PI Defendants;
- d. Any financial accounts owned or controlled by PI Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, World First, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

5. PI Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of PI Defendants' assets until further ordered by this Court.

6. Western Union shall, within five (5) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the PI Defendants identified in Schedule A to the [Proposed] Preliminary Injunction Order until further ordered by this Court.

7. Alibaba, AliExpress, Amazon, DHgate eBay, etsy, Joom, Redbubble, Walmart, Wish, and any other online marketplace platform or service provider hosting or servicing a PI

Defendant User Account shall, within five (5) business days of receipt of this Order, for any Defendant or any of PI Defendants' Online Marketplace Accounts or websites:

- a. Locate all accounts and funds connected to and related to PI Defendants, Defendants' Online Marketplace Accounts or PI Defendants' websites, including, but not limited to, any AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts connected to and related to the information listed in Schedule A to the Complaint; and
- b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of PI Defendants' assets until further ordered by this Court.

8. Any banks, savings and loan associations, payment processors, or other financial institutions, for any PI Defendant or any PI Defendant User Account, shall within five (5) business days of receipt of this Order:

- a. Locate all accounts and funds connected to PI Defendants, PI Defendants' Online Marketplace Accounts or PI Defendants' websites, including, but not limited to, any accounts connected to the information listed in the Schedule A to the Complaint; and
- b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of PI Defendants' assets until further ordered by this Court.

9. For the reasons stated in the Court's December 2, 2022 Order [Dkt. No. 24], Plaintiff may provide notice of these proceedings to PI Defendants by electronically publishing a link to the Complaint, this Order and other relevant documents on a website or by sending an e-mail to all e-mail addresses identified by Plaintiff and any e-mail addresses provided for PI Defendants by third parties that includes a link to said website. The combination of providing notice via electronic publication or e-mail, along with any notice that PI Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise PI Defendants of the pendency of the action and afford them the opportunity to present their objections.

10. Plaintiff's Schedule A to the Complaint and Exhibit 3 to the Declaration of Gen Watanabe shall become unsealed.

11. Any PI Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

12. The five thousand dollars (\$5,000.00) bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

Dated: December 16, 2022



J. PAUL OETKEN
United States District Judge

SCHEDULE A TO PRELIMINARY INJUNCTION ORDER

Doe No.	Defendant Seller	Defendant Online Marketplace
1.	Foshan Janmart Decoration Materials Company Limited	https://janmartmosaic.en.alibaba.com/contactinfo
2.	Jiangsu Chuanggeng Arts & Crafts Co., Ltd.	https://cnjscggyp.en.alibaba.com/contactinfo
3.	Quanzhou Cactus Industrial Co., Ltd.	https://qzcactus.en.alibaba.com/contactinfo
4.	Quyang Jiazhong Garden Sculpture Co., Ltd.	https://jiazhongyuanlin.en.alibaba.com/contactinfo
5.	Shanghai Haofan Industrial Co., Ltd.	https://cradles.en.alibaba.com/contactinfo
6.	Shanghai Zheyi Trading Co., Ltd.	https://shzheyi.en.alibaba.com/contactinfo
7.	Shenzhen Elephant Art Space Co., Ltd.	https://elephant-art.en.alibaba.com/contactinfo
8.	Shenzhen Huajierui Technology Co., Ltd.	https://ohjerry.en.alibaba.com/contactinfo
9.	Shenzhen Huihuan Trade Development Co., Ltd.	https://szhuihuan.en.alibaba.com/contactinfo
10.	Shenzhen Jary Technology Co., Ltd.	https://mobilephone-accessories.en.alibaba.com/contactinfo
11.	Shenzhen Longan International Electronic Co., Ltd.	https://szlong-an.en.alibaba.com/contactinfo
12.	Shenzhen Yihongcheng Technology Company Limited	https://yihongcheng.en.alibaba.com/contactinfo
13.	Xiamen Goodwish Industry Co., Ltd.	https://goodwishxm.en.alibaba.com/contactinfo
14.	Yiwu Bozhuang Trade Co., Ltd.	https://bozhuang.en.alibaba.com/contactinfo
15.	YIWU MARKBRO IMPORT AND EXPORT CO., LTD	https://ywmkbl.en.alibaba.com/contactinfo
16.	1023 Store	https://www.aliexpress.com/store/912138175

Doe No.	Defendant Seller	Defendant Online Marketplace
17.	Affordable mobile phone accessories Store	https://www.aliexpress.com/store/1101528302
18.	Ali Didi Store	https://www.aliexpress.com/store/1101437918
19.	Amazing Toy Store	https://www.aliexpress.com/store/1102034086
20.	BabaiZZY24 Store	https://www.aliexpress.com/store/1101304553
21.	Bandai Top One Store	https://www.aliexpress.com/store/912041073
22.	Dosex Store	https://www.aliexpress.com/store/1101956767
23.	Gucco Store	https://www.aliexpress.com/store/1101979976
24.	HuaFuYing & Dumei Store	https://www.aliexpress.com/store/3197023
25.	Incepte Art Store	https://www.aliexpress.com/store/1101961142
26.	Jewedsr comfortable Store	https://www.aliexpress.com/store/912690570
27.	Keai Store	https://www.aliexpress.com/store/911093026
28.	Mobile phone accessories digital film Store	https://www.aliexpress.com/store/1101697320
29.	Multiple Angles Authentic Store	https://www.aliexpress.com/store/1101595968
30.	My-14 Store	https://www.aliexpress.com/store/1101986077
31.	Opps Store	https://www.aliexpress.com/store/1100291056
32.	Preferred Home Store	https://www.aliexpress.com/store/1101979945
33.	Shop1100030092 Store	https://www.aliexpress.com/store/1101979794
34.	Shop1102055740 Store	https://www.aliexpress.com/store/1102059690
35.	Shop1102086522 Store	https://www.aliexpress.com/store/1102094468
36.	VILLIEA Lace Store	https://www.aliexpress.com/store/3245085
37.	Yifei School Bag Store	https://www.aliexpress.com/store/1101947031
38.	ZY ART Store	https://www.aliexpress.com/store/1101828960
39.	Aikes	https://www.amazon.com/sp?seller=A3A7K4EWU2GJ2Y
40.	ANGONGSS	https://www.amazon.com/sp?seller=A2VTOU8UH68KN6

Doe No.	Defendant Seller	Defendant Online Marketplace
41.	BnTeT	https://www.amazon.com/sp?seller=A25D57NO1GULM8
42.	changchunshimengyinmaoyiyouxiangongsi	https://www.amazon.com/sp?seller=A3N4IQO73HL9ZE
43.	DFXL-US-X	https://www.amazon.com/sp?seller=AUTX4S3UL1GG3
44.	Doublestars.teck	https://www.amazon.com/sp?seller=AO79N7JUHQYCZ
45.	Easyenjoy	https://www.amazon.com/sp?seller=A303FOCHBOEPE3
46.	EricAPearson	https://www.amazon.com/sp?seller=A10SZFDX81LV7I
47.	haikouyulundianzishangwuyouxiangongsi	https://www.amazon.com/sp?seller=A759POWZ8SUJO
48.	hefeigangkeyingedianzishangwuyouxiangongsi	https://www.amazon.com/sp?seller=A3VA25SAYC3NVR
49.	Huoyanlin	https://www.amazon.com/sp?seller=A3CWGL7VWC0ODJ
50.	Jinyunduoshipin	https://www.amazon.com/sp?seller=A3A2JQUBBM OHPT
51.	libiao6021	https://www.amazon.com/sp?seller=ABTPAECLRIYY6
52.	luguojie	https://www.amazon.com/sp?seller=A3174P4CID6A07
53.	MAIJSROL	https://www.amazon.com/sp?seller=A2JT0TID501NJR
54.	mengyuanxiaobh	https://www.amazon.com/sp?seller=AOODJME9VJDPC
55.	Qlomi	https://www.amazon.com/sp?seller=A2MXB5YIO57OU7
56.	Shllrdees	https://www.amazon.com/sp?seller=AEO4501A3BHSC
57.	Shunqidianzi US	https://www.amazon.com/sp?seller=A19MLREUFUB6I5

Doe No.	Defendant Seller	Defendant Online Marketplace
58.	SIJUNWUJINDIAN US	https://www.amazon.com/sp?seller=A2UZ64PPBLC LAH
59.	songshukun	https://www.amazon.com/sp?seller=A1VFIR6UZPK 1UH
60.	SULMOEITLY	https://www.amazon.com/sp?seller=A6D03AHN0K YNV
61.	TAOCUIHUA	https://www.amazon.com/sp?seller=AW9JQHU9TY N7P
62.	Tesnb	https://www.amazon.com/sp?seller=A1FPZGW1835 LFT
63.	tongshangfoot	https://www.amazon.com/sp?seller=a1ocb29ofhous9
64.	TYS-US	https://www.amazon.com/sp?seller=A38574CE9RN OMH
65.	VCBGFHFGSDHFD SGSD F5 FDSGDFSGHFG	https://www.amazon.com/sp?seller=A2420EKQDGC MSN
66.	W-dom store	https://www.amazon.com/sp?seller=a195wauafn4vg4
67.	WEI SHUN ZDW	https://www.amazon.com/sp?seller=A1JVQ0DDGUP 219
68.	wuyuewuyue	https://www.amazon.com/sp?seller=A353FNVG9E1 3E
69.	ZHAI HUA LHH	https://www.amazon.com/sp?seller=A2LKOV6QAF EAIC
70.	YHLT	https://www.amazon.com/sp?seller=A39B42AT37E9 ZG
71.	Chen Lamei	https://www.amazon.com/sp?seller=A28LQ113Y79G XY
72.	annagirls	https://www.dhgate.com/store/about-us/21748617.html
73.	b1zi	https://www.dhgate.com/store/about-us/21800992.html
74.	d1nn	https://www.dhgate.com/store/about-us/21819398.html
75.	doer69	https://www.dhgate.com/store/about-us/21815052.html

Doe No.	Defendant Seller	Defendant Online Marketplace
76.	electronic3c2022	https://www.dhgate.com/store/about-us/21594744.html
77.	elnl	https://www.dhgate.com/store/about-us/21800984.html
78.	fashionnow8	https://www.dhgate.com/store/about-us/21834181.html
79.	ftyg	https://www.dhgate.com/store/about-us/21819395.html
80.	homegarden000	https://www.dhgate.com/store/about-us/21805855.html
81.	huagou	https://www.dhgate.com/store/about-us/21830927.html
82.	i0b2	https://www.dhgate.com/store/about-us/21819670.html
83.	iism	https://www.dhgate.com/store/about-us/21800991.html
84.	kkij	https://www.dhgate.com/store/about-us/21819596.html
85.	lfrz	https://www.dhgate.com/store/about-us/21819211.html
86.	lovehouse2018	https://www.dhgate.com/store/about-us/21388077.html
87.	m5ww	https://www.dhgate.com/store/about-us/21819205.html
88.	misihan05	https://www.dhgate.com/store/about-us/21713199.html
89.	rmhz	https://www.dhgate.com/store/about-us/21819206.html
90.	rpop	https://www.dhgate.com/store/about-us/21819204.html
91.	slyq	https://www.dhgate.com/store/about-us/21819797.html
92.	stpf	https://www.dhgate.com/store/about-us/21800620.html

Doe No.	Defendant Seller	Defendant Online Marketplace
93.	wedsw96	https://www.dhgate.com/store/about-us/21815215.html
94.	wedsw99	https://www.dhgate.com/store/about-us/21815214.html
95.	zucrk5563tt	https://www.dhgate.com/store/about-us/21749503.html
107.	ji_772721	https://www.ebay.com/usr/ji_772721
116.	xianningshizhengxiangdi-0	https://www.ebay.com/usr/xianningshizhengxiangdi-0
117.	LincolnPrintPeople	https://www.etsy.com/shop/LincolnPrintPeople

Doe No.	Defendant Seller	Defendant Online Marketplace
118.	GlowneonCrafts	https://www.etsy.com/ca/shop/GlowNeonCrafts
119.	PukkkaPrints	https://www.etsy.com/shop/PukkkaPrints
120.	ExhibitionArtPoster	https://www.etsy.com/shop/ExhibitionArtPoster
121.	CHERRYSTUDIOX	https://www.etsy.com/shop/CHERRYSTUDIOX
122.	PrintWorx.Store	https://www.etsy.com/shop/PrintWorxStore
123.	Sneakerhead Rug	https://www.etsy.com/shop/SneakerheadRug
130.	Niyuha	https://www.redbubble.com/people/Niyuha/portfolio
134.	yellowsouk	https://www.redbubble.com/people/yellowsouk/portfolio
135.	DongHuanYu	https://www.walmart.com/reviews/seller/101181726
137.	SaideSi	https://www.walmart.com/reviews/seller/101118094
138.	BegYert	https://www.wish.com/merchant/5fc460e4e99fb011087990b4
139.	eishf8he	https://www.wish.com/merchant/5e3e3644766f4d0286c57b89

Doe No.	Defendant Seller	Defendant Online Marketplace
140.	Elegant poetry one	https://www.wish.com/merchant/5b680141105a375a4967ebd1
141.	feen wear	https://www.wish.com/merchant/5d57c47dcf65030dc3318ef5
142.	grandness	https://www.wish.com/merchant/5f8da894eaac357843c84ff8
143.	huangjiarui1726	https://www.wish.com/merchant/61b8331c9c091138c253d163
144.	lan fang520	https://www.wish.com/merchant/5d3dc95172b0c959f31ea372
145.	lenghongping556	https://www.wish.com/merchant/5f3a6f5cd5225ce53e1cbe4b
147.	Michaeweekly	https://www.wish.com/merchant/5fd525d27885461f6b3936eb
148.	shenchuanmo8802	https://www.wish.com/merchant/60a228eb693bda0a0c5f3c60
150.	Stom49	https://www.wish.com/merchant/5f7ae954ea3b0aa9adafafb7
152.	xklaskjdoasdhx	https://www.wish.com/merchant/6047065d5c629e84f92bd396